

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE: SUFFOLK UNIVERSITY COVID  
REFUND LITIGATION

Master File No.: 1:20-cv-10985-WGY

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

**DECLARATION OF JULIA DURBECK**

I, Julia Durbeck, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I was a student at Defendant Suffolk University in March 2020 the Spring 2020 semester.
2. Prior to my enrollment for the Spring 2020 semester, I paid tuition and fees to Suffolk University. I paid a \$90 activity fee and a \$55 technology fee. A copy of my Student Account Activity for Spring 2020 is annexed hereto as Exhibit 1.
3. I submit this Declaration in support of Plaintiff's Motion for Class Certification and Appointment of Class Representative and Class Counsel.
4. I currently reside in, and am a citizen of Methuen, Massachusetts.
5. I am represented by Roy T. Willey, IV of Anastopoulo Law Firm, LLC in South Carolina.
6. I initiated contact with the Anastopoulo Law Firm, LLC and had discussions with Mr. Willey and his staff as to the duties and obligation of a plaintiff in a proposed class action.
7. I reviewed the draft of the complaint and authorized it to be filed to initiate this lawsuit on behalf of myself and on behalf of two proposed classes. The complaint that included me was filed in this Court in Case No: 1:20-cv-10985-WGY on May 21, 2020. (ECF No. 1).

8. I understand that an amended complaint was filed in this Court on October 1, 2020. (ECF 20).

9. Once I became a plaintiff in this case, I conferred regularly with Anastopoulo Law Firm. In addition to numerous telephone and zoom calls with counsel to discuss the case, I also exchanged with my counsel via email.

10. Mr. Willey and his staff often had questions for and needed information and documents from me concerning my time at Suffolk University, my interactions with the university, documents generated by me and/or the university which the university and I exchanged, all in an effort to advance the claims of the students that the university had breached its contracts with the students and/or had been unjustly enriched at our expense by retaining the tuition and fees we had paid for the Spring 2020 semester. I readily provided them with whatever I knew or could find what they requested.

11. When registering for classes for the Spring 2020 semester I noticed that some courses that were being taught on an in-person, classroom basis, listed a specific classroom as the location at which that class was to meet. Other courses, those that were being taught online, did not list a classroom location but had the designation "Online" or "Web" in place of a classroom location. I selected all in-person classes, and did not select online classes or programs, starting with my first semester at Suffolk, and continuing through my final semester as a Suffolk undergraduate.

12. Starting with my first semester at Suffolk and continuing through approximately March 9, 2020, all of my classes were taught in-person. It was my understanding that I was required to attend those classes in person.

13. It was my understanding that all of my classes for the Spring 2020 semester would be taught in person. I understood and expected that in exchange for the payment of tuition and fees, I would receive in-person, classroom instruction. This understanding and expectation was based upon, among other things: my selection of in-person classes with a specific classroom location during the registration process; my payment of full tuition for in-person classes; and the fact that since I first enrolled at Suffolk in 2017, all of my classes had been conducted by in-person instruction.

14. As of approximately March 11, 2020, Suffolk closed its campus, and I no longer had access to campus facilities and services.

15. I also participated in the following activities during the course of the litigation: (i) reviewing and investigating the claims against Suffolk University; (ii) communicating with my counsel in connection with the investigation of the claims and the preparation of the class action complaints that included me and the filing of both; (iii) reviewing and approving both complaints filed on my behalf and other pleadings and documents filed in the action and the discussions with my counsel in connection therewith; (iv) regular update communications with counsel concerning the status and strategy of the action; (v) regular updates with my counsel regarding Suffolk's motion to dismiss and Plaintiff's successful efforts to oppose the motion to dismiss; and (vi) responding to Suffolk's interrogatories and requests for production of documents.

16. I have not kept detailed daily or other time records which would show my precise amount of time I have devoted to this action, but I estimate my total time devoted to this litigation, including all of my phone calls, emails and other consultations with my counsel, reviewing the pleadings and other papers in the case, together with the time I spent responding to Suffolk's

interrogatories and requests for production, involved dozens of hours of my time from 2020 to the present.

17. For all the foregoing reasons, I respectfully request that this Court name me as Class Representative.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on March 21, 2022

A handwritten signature in cursive script, reading "Julia Durbeck".

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Julia Durbeck



**CERTIFICATE OF SERVICE**

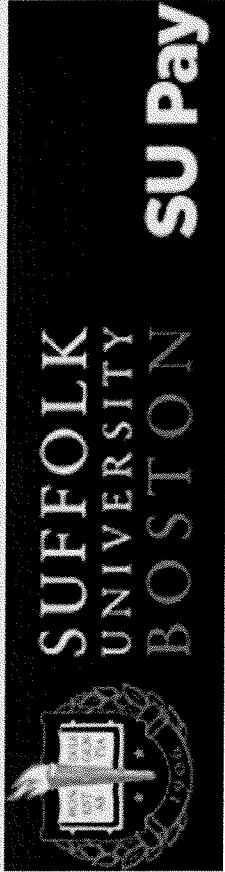
I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on March 21, 2022.

/s/ David Pastor

David Pastor

# EXHIBIT 1





Logged in as: Julia Durbeck

## Student Account - 2020 Spring - Account Activity

| Description                                  | Code | Date     | Amount        |
|--|------|----------|---------------|
| Alumni Scholarship                           | AD   | 2/6/20   | -\$500.00     |
| GRANDFATHERED TUITION                        | GF   | 2/6/20   | -\$2,337.00   |
| Trustee Scholarship                          | TS   | 2/6/20   | -\$2,450.00   |
| University Achievement Grant                 | UACH | 2/6/20   | -\$7,750.00   |
| DIRECT SUBSIDIZED LOAN                       | DLS  | 1/23/20  | -\$2,721.00   |
| DIRECT UNSUBSIDIZED LOAN                     | DLU  | 1/23/20  | -\$990.00     |
| TUITION UNDERGRAD - FULL-TIME                | 120  | 1/22/20  | \$19,907.00   |
| TUITION - UNDERGRAD PART-TIME                | 125  | 1/22/20  | -\$12,881.00  |
| ACTIVITY FEE - UNDERGRADUATE                 | 261  | 1/22/20  | \$45.00       |
| UNIVERSITY TECHNOLOGY FEE UG                 | 275  | 1/22/20  | \$30.00       |
| Cash Advance                                 | REF  | 12/19/19 | \$2,424.00    |
| TUITION - UNDERGRAD PART-TIME                | 125  | 12/11/19 | \$2,342.00    |
| Balance Transfer                             | TR   | 11/25/19 | -\$5,803.00   |
| TUITION - UNDERGRAD PART-TIME                | 125  | 11/22/19 | \$10,539.00   |
| ACTIVITY FEE - UNDERGRADUATE                 | 261  | 11/22/19 | \$45.00       |
| UNIVERSITY TECHNOLOGY FEE UG                 | 275  | 11/22/19 | \$25.00       |
| LABORATORY FEE - BIOLOGY                     | 472  | 11/22/19 | \$75.00       |
| <b>Term Balance:</b>                         |      |          | <b>\$0.00</b> |
| <b>Term Balance Including Estimated Aid:</b> |      |          | <b>\$0.00</b> |